

THE HONORABLE JAMES L. ROBART

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION,
Plaintiff,
vs.
MOTOROLA, INC., et al.,
Defendants.
MOTOROLA MOBILITY, LLC, et al.,
Plaintiffs,
vs.
MICROSOFT CORPORATION,
Defendants.

Case No. C10-1823-JLR

**DECLARATION OF TANYA
MOORE IN SUPPORT OF
MICROSOFT'S MOTION TO SEAL
CONFIDENTIAL DOCUMENTS**

NOTED: Friday November 9, 2012

I, Tanya Moore, do hereby declare:

1. I am the General Manager of Outbound Licensing in Microsoft Corporation's Intellectual Property Group and am familiar with Microsoft's efforts to keep the terms of its patent license agreements confidential and the potential ramifications of the public disclosure of such terms. I make this declaration based on my personal knowledge unless otherwise indicated.

DECLARATION OF TANYA MOORE IN
SUPPORT OF MICROSOFT'S MOTION TO
SEAL CONFIDENTIAL DOCUMENTS - I

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1 **Microsoft's Confidential Patent License Agreements**

2 2. I understand that Defendants in the above-captioned matter may introduce at
3 trial confidential patent license agreements between Microsoft and certain third parties,
4 including Samsung, HTC Corp., View Sonic, Quanta Computer Inc., and CSIRO (collectively,
5 the "Microsoft Confidential Patent License Agreements"). I understand that these agreements
6 have been identified by Defendants as Trial Exhibits 2813, 2828, 3076, 3077, and 3352,
7 respectively.

8 3. Each of the Microsoft Confidential Patent License Agreements contains highly
9 sensitive confidential information of both Microsoft and its licensing partners. Disclosure of
10 this information to the public, including Microsoft's competitors or the competitors of
11 Microsoft's licensing partners, has the potential to cause substantial harm to Microsoft and its
12 licensing partners.

13 4. The Microsoft Confidential Patent License Agreements include pricing terms,
14 royalty rates and payment terms, public disclosure of which would create an asymmetry of
15 information for Microsoft in the negotiation of future licensing deals. Microsoft considers the
16 terms of its patent license agreements to be trade secrets, and takes great care to ensure that
17 such information remains confidential.

18 5. The specific terms of the Microsoft Confidential Patent License Agreements,
19 including the pricing, royalty, and/or payment terms, are not known to the public.

20 6. To my knowledge, Microsoft has never breached the confidentiality and non-
21 disclosure provisions of the Microsoft Confidential Patent License Agreements and has never
22 publicly disclosed their terms or provisions. Microsoft treats the Microsoft Confidential Patent
23 License Agreements and their terms as highly confidential and proprietary business
24 information between Microsoft and its licensees given their sensitivity.
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1 7. I understand that the Microsoft Confidential Patent License Agreements were
2 produced to Defendants subject to Microsoft's designation of these agreements as
3 "Confidential Business Information" under the terms of the Protective Order entered in this
4 case. This is consistent with Microsoft's efforts to ensure that such confidential information is
5 not disseminated more widely than necessary or required by law.

6 8. Even within Microsoft, the distribution of the Microsoft Confidential Patent
7 License Agreements and their terms is on a need-to-know basis. The employees that I
8 supervise within Microsoft's Intellectual Property Group Licensing department understand the
9 extremely sensitive nature of the Microsoft Confidential Patent License Agreements, as well as
10 all license agreements entered into by Microsoft, and understand their duty to not disclose the
11 terms of these agreements.

12 9. Prior to entering into each of the Microsoft Confidential Patent License
13 Agreements, as part of its standard practice, Microsoft required its licensing partners to agree
14 to maintain the confidentiality of the licensing terms. This commitment also is expressly
15 included as part of each executed license agreement.

16 10. If the key pricing, royalty, and payment terms of the Microsoft Confidential
17 Patent License Agreements were publicly disclosed, it would significantly harm Microsoft and
18 benefit Microsoft's competitors and potential licensees. Such a disclosure would put Microsoft
19 at a severe negotiating disadvantage with respect to current and future potential licensees,
20 including in the context of licensing and cross-licensing negotiations and/or as part of litigation
21 settlement discussions. Public disclosure of the key pricing, royalty, and payment terms of
22 the Microsoft Confidential Patent License Agreements would reveal Microsoft's sensitive,
23 non-public financial data. Such a public disclosure would also put Microsoft in a substantially
24 weakened position with respect to negotiating with entities that have not yet entered into
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1 license agreements, thus decreasing the probability of reaching out-of-court licensing
 2 agreements and increasing the probability of litigation to resolve intellectual property disputes.

3 **Past and Projected Sales and Revenue Data**

4 11. I also understand that there is a high likelihood that the parties will seek to
 5 introduce evidence regarding highly confidential past sales and revenue data and highly
 6 confidential future sales and revenue projections for Microsoft products.

7 12. Microsoft does not disclose to the general public its detailed and product-
 8 specific financial information, which is treated as highly sensitive and proprietary information.
 9 As with the disclosure of the pricing, royalty, and payment terms of Microsoft's Confidential
 10 Patent License Agreements, disclosure of this proprietary financial information, and in
 11 particular disclosure of Microsoft's per product sales and revenue projections, would have the
 12 potential to lead to competitive harm by creating an asymmetry of information between
 13 Microsoft and its competitors, whose sales and revenue results and projections are not public.
 14 Such asymmetry of information could adversely affect Microsoft's negotiating position with
 15 respect to entities that have not yet entered into license agreements, thus decreasing the
 16 probability of reaching out of-court licensing agreements and increasing the probability of
 17 litigation to resolve intellectual property disputes.

18 **Negotiations Between Microsoft and Motorola**

19 13. I also understand that, at trial, Defendants may introduce documents disclosing
 20 the substance of highly confidential settlement negotiations between Microsoft and Motorola
 21 that are subject to the terms of a November 12, 2010 Non-Disclosure Agreement. I am
 22 personally aware of the highly confidential nature of some of these settlement negotiations, the
 23 substance of which has not been disclosed to the general public. Public disclosure of such
 24 negotiations would adversely affect Microsoft in future settlement negotiations by permitting
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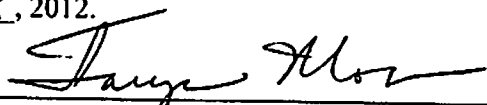
DECLARATION OF TANYA MOORE IN
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1 competitors and potential counterparties to negotiate with unfair insight into Microsoft's
2 business and licensing strategies, practices, proposed licensing terms, and cost/benefit
3 analyses. In addition, public disclosure of Microsoft's confidential negotiations with Motorola
4 would tend to undermine confidence in the confidentiality of any future negotiations with other
5 third parties, making free, open and productive licensing and settlement discussions less likely,
6 to the detriment of both Microsoft and its potential licensing partners.

7
8 I swear under penalty of perjury under the laws of the United States of America, that
9 the foregoing is true and correct.

10 DATED this 1st day of NOVEMBER, 2012.

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12 TANYA MOORE

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DECLARATION OF TANYA MOORE IN
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CERTIFICATE OF SERVICE

I, Linda Bledsoe, swear under penalty of perjury under the laws of the State of Washington to the following:

1. I am over the age of 21 and not a party to this action.
2. On the 1st day of November, 2012, I caused the preceding document to be served on counsel of record in the following manner:

Attorneys for Motorola Solutions, Inc., and Motorola Mobility, Inc.:

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8 DATED this 1st day of November, 2012.

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LINDA BLEDSOE

DECLARATION OF TANYA MOORE IN
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